

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Mayer, Brown & Platt 2000 Pennsylvania Avenue, N.W. Washington, D.C. 20006	2. Registration No. 3076
3. Name of foreign principal Deutsche Lufthansa, A.G.	4. Principal address of foreign principal Deutsche Lufthansa A.G., Von-Gablenz-Strasse 2-6, D-50679 Cologne, Federal Republic of Germany

5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

Partnership

Committee

Corporation

Voluntary group

Association

Other (specify) _____

Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Lufthansa, A.G., is engaged in the business of aviation.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The German Government is a 53% shareholder of Deutsche Lufthansa, A.G.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A
February 10, 1994

Name and Title
Richard J. Favretto
Managing Partner

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant Mayer, Brown & Platt	Name of Foreign Principal Deutsche Lufthansa, A.G.
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Check Appropriate Boxes:


1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Registrant will provide legal services for Lufthansa in relation to the negotiation of a bilateral aviation agreement between the United States and Germany.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Registrant will monitor negotiations between U.S. and German representatives, and report to the foreign principal on the progress of the negotiations.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.
Registrant may from time to time may have discussions with government officials.

Date of Exhibit B	Name and Title	Signature
February 10, 1994	Richard J. Favretto Managing Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

JPS/copy

MAYER, BROWN & PLATT

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MEXICO CITY CORRESPONDENT
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JOHN P. SCHMITZ
202-778-0645

February 7, 1994

PRIVILEGED AND CONFIDENTIAL
ATTORNEY CLIENT COMMUNICATION

Morris R. Garfinkle, Esq.
Managing Partner
Galland, Kharasch, Morse & Garfinkle, P.C.
1054 Thirty-First Street, N.W.
Washington, D.C. 20007

Dear Mr. Garfinkle:

This letter confirms our agreement for the provision of legal services by this Firm to Galland, Kharasch, Morse & Garfinkle, P.C. and Lufthansa, A.G., a German corporation, in connection with the implementation of the recently concluded bilateral aviation agreement between the United States and Germany. If you later wish us to expand the scope of our engagement, that should be the subject of additional discussions and, if appropriate, a supplemental letter. We are very pleased that you have retained us and will, of course, answer any questions you may have about these arrangements.

PAYMENT PROVISIONS

You agree to pay the reasonable fees and other charges billed by Mayer, Brown & Platt in connection with this representation. Our fees for services are based on time actually devoted to specific projects, which are recorded to the one-quarter hour, and the Firm's hourly rates for those persons performing the specific services required. Hourly rates are all subject to adjustment by the Firm from time to time. My hourly rate is \$300. Although I will be the person primarily responsible for our representation, it is possible that some tasks will be delegated to one of my partners based on matching Lufthansa's specific needs with the expertise of the particular Mayer, Brown & Platt lawyer.

Other charges for which we expect payment are for such items as long-distance telephone, photocopying, telecopying, delivery services, local transportation, travel (if any), word processing, computerized research, and the like.

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Morris R. Garfinkle, Esq.
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We anticipate submitting to you monthly invoices identifying the services rendered and charges and expenses incurred. Payment is due upon receipt of our statement.

CONFLICT PROVISIONS

REDACTED DUE TO CONFIDENTIAL
CLIENT INFORMATION RELATING TO
CLIENTS OTHER THAN LUFTHANSA.

TERMINATION OF ENGAGEMENT

Our attorney-client relationship will be considered terminated upon our completion of specific services that you and Lufthansa have retained us to perform or, if earlier, when more than 15 months have elapsed from the last time any billable services were requested and furnished to you and Lufthansa. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. The fact that after completing our engagement we may defer sending a final fee statement or that we may inform you or Lufthansa from time to time of developments in the law which may be of interest to you or Lufthansa, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to provide information concerning such developments in the law unless we are engaged in writing to do so.

Morris R. Garfinkle, Esq.
February 7, 1994
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ATTORNEY CLIENT COMMUNICATION

ACCEPTANCE

If this letter correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by signing the enclosed copy of this letter in the space provided below and returning it to our office, to my attention.

We thank you for the opportunity to be of service.

Sincerely yours,



John P. Schmitz

On behalf of ourselves and Lufthansa A.G. (on whose behalf we have authority to agree), we agree to the foregoing terms:

Galland, Kharasch, Morse & Garfinkle, P.C.

By: Mr. Garfinkle

Date: 2/7/94